

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF MONTANA**  
**BUTTE DIVISION**

NAUTILUS INSURANCE  
COMPANY; and  
EMPLOYERS MUTUAL  
CASUALTY COMPANY,

Plaintiffs,

vs.

SENTINEL INSURANCE  
COMPANY LIMITED,

Defendant.

No. CV 19-24-BU-SEH

**ORDER**

Pending before the Court is Employers Mutual Casualty Company (“EMC”) and Nautilus Insurance Company’s (“Nautilus”) Joint Notice of Settlement of Claims and Counterclaims and Joint Motion to Realign Employers Mutual

Casualty Company as Co-Plaintiff.<sup>1</sup> Sentinel Insurance Company (“Sentinel”) does not oppose.<sup>2</sup>

ORDERED:

1. Nautilus’s claims of Count I – Declaratory Judgment<sup>3</sup> and Count II – Equitable Contribution<sup>4</sup> against EMC are DISMISSED WITH PREJUDICE as fully settled on the merits, each party to bear its own costs and fees.

2. EMC’s counterclaims of Count I – Declaratory Judgment: Application of the “Physical Injury Rule”<sup>5</sup> and Count II – Declaratory Judgment: Contribution by “Time on Risk”<sup>6</sup> against Nautilus are DISMISSED WITH PREJUDICE as fully settled on the merits, each party to bear its own costs and fees.

3. EMC’s claim of Equitable Subrogation (Count VI) against Sentinel is DISMISSED WITH PREJUDICE as fully settled on the merits, each party to bear its own costs and fees.

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<sup>1</sup> Doc. 131.

<sup>2</sup> See Doc. 131 at 2.

<sup>3</sup> See Doc. 48 at 21.


<sup>4</sup> See Doc. 48 at 22.

<sup>5</sup> See Doc. 52 at 21.

<sup>6</sup> See Doc. 52 at 23.

4. The case caption of the case is amended to reflect Nautilus's status as Co-Plaintiff with EMC and Sentinel as the sole-remaining Defendant.

DATED this 21<sup>st</sup> day of October, 2020.

  
SAM E. HADDON  
United States District Judge